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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 COSTCO WHOLESALE CORPORATION,
12 a Washington corporation,

13 Plaintiff,

14 v.

15 LIBERTY MUTUAL FIRE INSURANCE
16 COMPANY, a foreign insurer authorized by
17 the Washington insurance commissioner,

18 Defendant.

19 No.:

20 NOTICE OF REMOVAL

21 Pursuant to 28 U.S.C. Section 1441 and 1446, Defendant Liberty Mutual Fire Insurance
22 Company (“Liberty”) submits this Notice of Removal.

23 **I. PROCEDURAL POSTURE**

24 1. On August 15, 2022, Plaintiff Costco Wholesale Corporation (“Plaintiff” or
25 “Costco”) filed a Complaint for Damages and Declaratory Relief (the “Complaint”) in the
26 action captioned *Costco Wholesale Corp. v. Liberty Mut. Fire Ins. Co.*, Washington State
Superior Court, King County, Case No. 22-2-13014-8 SEA (the “State Court Action”).

27 2. Plaintiff served Liberty with a copy of the Summons and Complaint via the
28 Washington State Insurance Commissioner, who thereafter forwarded the documents to
29 Liberty. Liberty received the summons and complaint on August 22, 2022.

1 3. This Notice of Removal is timely under 28 U.S.C. § 1446(b)(1) because it is
 2 being filed within 30 days after receipt by Liberty of the initial pleading setting forth the claim
 3 upon which the State Court Action is based. *See Anderson v. State Farm Mut. Auto. Ins. Co.*,
 4 917 F3d 1126, 1130 (9th Cir. 2019) (holding that “the thirty-day removal clock under 28
 5 U.S.C. § 1446(b)(1) does not begin upon service on and receipt by a statutorily designated
 6 agent and began in this case only when [the insurer] actually received [the insured’s]
 7 complaint”).

8 II. GROUND FOR REMOVAL

9 4. The State Court Action is removable under 28 U.S.C. § 1441(b) because this
 10 Court has diversity jurisdiction under 28 U.S.C. § 1332(a).

11 5. Complete diversity exists because Plaintiff and Liberty are not citizens of the
 12 same state.

13 6. Plaintiff is a Washington Corporation with its principal place of business in
 14 King County, Washington. Plaintiff is therefore a citizen of the state of Washington.

15 7. Liberty is a company organized under the laws of the State of Wisconsin with
 16 its principal place of business located at 175 Berkeley St., Boston, Massachusetts 02116. Ohio
 17 is therefore a citizen of the states of Wisconsin and Massachusetts.

18 8. The amount in controversy requirement is satisfied because Liberty has a good
 19 faith basis to believe Plaintiff is seeking damages in excess of \$75,000, exclusive of interest
 20 and costs. A notice of removal may assert the amount in controversy if the initial pleading in
 21 the state court action does not demand a specific sum. 28 U.S.C. § 1446(c)(2)(a). The
 22 defendant need only allege a “short and plain statement” supporting the amount-in-controversy
 23 and this allegation is accepted when not contested. *Dart Cherokee Basin Operating Co., LLC*
 24 *v. Owens*, 574 U.S. 81, 87 (2014).

25 9. Plaintiff’s Complaint in the State Court Action does not demand a specific sum.
 26 It does allege, however, that Plaintiff is entitled to defense and indemnity coverage from

1 Liberty for a separate lawsuit originally filed against Plaintiff in California State Superior
 2 Court, Orange County, as Case No. 30-02018-00979830-CU-PO-CJC, which Plaintiff
 3 subsequently removed to the United States District Court for the Central District of California
 4 as Case No. 8:18-cv-01143-JVS-JDE (the “Underlying Action”). The plaintiff in that lawsuit,
 5 Gene St. Hilaire, demands damages from Costco in the amount of \$1,471,614.60. In the State
 6 Court Action, Costco alleges that Liberty must indemnify it for these damages as well as for
 7 its costs incurred in defending the Underlying Action. Based on the amount at issue in the
 8 Underlying Action for which Plaintiff seeks indemnification, Liberty alleges that the amount
 9 in controversy exceeds \$75,000, exclusive of interest and costs.

10 **III. VENUE AND INTRADISTRICT ASSIGNMENT**

11 10. Venue is proper in the United States District Court for the Western District of
 12 Washington based on 28 U.S.C. § 1441(a) because this is the district embracing the county
 13 where the State Court Action is pending.

14 11. Assignment is proper to the Seattle Division because the State Court Action was
 15 filed in King County, Washington.

16 **IV. STATE COURT PLEADINGS**

17 12. In accordance with 28 U.S.C. §1446(a) and LCR 101, true and correct copies of
 18 the process, pleadings, and orders, as well as all additional records and proceedings in the State
 19 Court Action accompany this Notice of Removal.

20 13. In accordance with 28 U.S.C. § 1446(d), Liberty will file a Notice to Plaintiff
 21 and State Court Clerk in King County Superior Court of Removal to the U.S. District Court,
 22 attached to which will be a copy of this Notice.

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1 DATED: September 21, 2022

2 BULLIVANT HOUSER BAILEY PC

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4 By /s/ Michael A. Guadagno
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7 By /s/ Jared F. Kiess
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8

9 Attorneys for Defendant Liberty Mutual Fire
10 Insurance Company

11 4874-9040-2355.1

CERTIFICATE OF SERVICE

I hereby certify that on September 21, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF e-filing system which will send notification of such filing to the persons listed below:

Bradley Hoff
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via hand delivery.
 via first class mail.
 via email
 CM/ECF E-service

Attorneys for Plaintiff Costco Wholesale Corporation.

Dated: September 21, 2022.

/s/ Kristin Anderson
Kristin Anderson, Legal Assistant